

1 timely pay a bill, the letter of credit is not triggered in the cases of bona fide disputes.

2 Similarly, although the advance-payment provisions are triggered if Cavalier misses two
3 bill payments in 60 days, this does not apply if the missed payments are subject to bona
4 fide disputes.

5 Mr. Whitt's description therefore gets it backwards. The "bona fide" dispute provisions
6 protect Cavalier from the requirements of Verizon's proposed Section 20.6, which is
7 otherwise triggered when Cavalier misses payments.

8 **Q. HOW DO YOU REACT TO MR. WHITT'S CLAIM ON PAGE 13 OF HIS**
9 **DIRECT TESTIMONY THAT "VERIZON IS NOT REALLY TRYING TO**
10 **PROTECT ITSELF FINANCIALLY, BUT IS TRYING TO DRIVE CAVALIER**
11 **OUT OF BUSINESS"?**

12 A. This is just rhetoric. If Cavalier pays its bills on time, Verizon's proposed Section 20.6
13 does not even apply.

14 **VII. EMBARGOES IN THE EVENT OF BREACH (ISSUE C24)**

15 **Q. MR. WHITT CLAIMS AT PAGE 14 OF HIS DIRECT TESTIMONY THAT**
16 **VERIZON'S EMBARGO LANGUAGE WOULD "IMMEDIATELY DRIVE**
17 **CAVALIER OUT OF BUSINESS." IS THAT TRUE?**

18 A. No. These are the provisions that have been in place for years and are reasonable. Thus,
19 if for no other reason than the fact that Cavalier is still in business, Mr. Whitt's claim is
20 clearly false.

21 **Q. MR. WHITT ARGUES THAT THIS LANGUAGE WOULD PLACE CAVALIER**
22 **AT RISK OF LOSING CUSTOMERS BECAUSE OF VERIZON BILLING**
23 **ERRORS. IS THAT RIGHT?**

24 A. No, for several reasons.

1 First, Mr. Whitt's allegation about Verizon billing errors is unsubstantiated. The only
2 example Mr. Whitt produces involves a January 2003 decision by Verizon to postpone a
3 past embargo. Verizon did not, as Mr. Whitt alleges at page 14 of his Direct Testimony,
4 postpone this embargo "because of material flaws in Verizon's own calculations."
5 Rather, Verizon postponed its embargo on Cavalier because the two parties were in the
6 midst of settlement negotiations.

7 Second, Cavalier can initiate a proceeding to attempt to block any service embargo.
8 Indeed, Mr. Whitt himself claims that precisely such a petition was successful in
9 Delaware.

10 Third, Mr. Whitt himself admits that Cavalier's discontinuance notices to its customers
11 are not Verizon's fault, but are required by the Virginia SCC. If Cavalier has a complaint
12 with this procedure, it should present it to the Virginia SCC, rather than asking the
13 Bureau to compel Verizon to continue providing service to carriers who do not pay their
14 bills.

15 **Q. AT PAGE 14 OF HIS DIRECT TESTIMONY MR. WHITT CHARACTERIZES**
16 **CAVALIER'S PRE-EMBARGO HEARING AS SOMETHING SHORT OF "A**
17 **FORMAL EVIDENTIARY HEARING OR TRIAL." IS THIS CLAIM**
18 **ACCURATE?**

19 **A.** No. Cavalier's proposed language in Section 22.4 specifically would prohibit Verizon
20 from discontinuing services to Cavalier "except in accordance with an order of the
21 Commission or the FCC, entered after a proceeding in which the party whose services
22 were to be affected has had a full and fair opportunity to present its position on any
23 material matters in dispute between the parties." This proposal would require Verizon to

1 continue providing services to Cavalier even in the event of repeated failures to pay, until
2 the Virginia SCC or the Commission issues an order permitting Verizon to discontinue
3 services. Cavalier's proposed language would give Cavalier both the incentive and
4 opportunity to continue nonpayment of properly billed charges because Verizon would
5 have to continue providing service until it completed the long process of seeking
6 Commission approval for termination. In addition to continuing to receive *existing*
7 services for free, Cavalier could also order and receive *new* services for free while the
8 Commission considered Verizon's request for termination.

9 **Q. DOES MR. WHITT'S TESTIMONY DENY THE IMPORTANCE OF VERIZON'S**
10 **ABILITY TO FREELY EMBARGO DELINQUENT CUSTOMERS?**

11 A. No. On the contrary, lines 5-8 on page 13 of Mr. Whitt's testimony refer approvingly to
12 Verizon's ability to embargo customers on sixty days' notice.

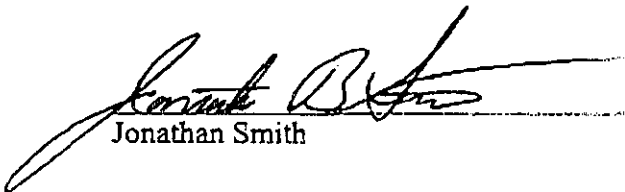
13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes.

1 **Declaration of Jonathan Smith**

2
3 I declare under penalty of perjury that I have reviewed the foregoing testimony and that those
4 sections as to which I testified are true and correct.

5
6 Executed this 9th day of October, 2003.

7
8
9
10 
11 Jonathan Smith

VERIZON VIRGINIA INC.

PANEL TESTIMONY OF R. MICHAEL TOOTHMAN AND STEPHEN C. SPENCER

DIRECTORY LISTINGS ISSUES

CC DOCKET NO. 02-359

OCTOBER 9, 2003

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESSES.**

2 A. My name is R. Michael Toothman. I am employed as a Director, Interface Business
3 Requirements, Customer Relationship Management, in Verizon's Wholesale Markets
4 group. My business address is 13100 Columbia Pike, Silver Spring, Maryland. I am the
5 same R. Michael Toothman who has previously submitted testimony in this proceeding.

6 A. My name is Stephen C. Spencer. I am employed as a Director- Regulatory Affairs for
7 Verizon. My business address is 600 East Main Street, Suite 1100, Richmond, VA. I am
8 the same Stephen C. Spencer who has previously submitted testimony in this proceeding.

9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A. We respond to the Direct Testimony of Cavalier witnesses Todd Hilder and Martin W.
11 Clift, Jr. on Issue No. C18, which criticizes Verizon's directory listing process and
12 attempts to establish a foundation for Cavalier's proposed credits for omissions or errors
13 in its customers' free listings.

14 **I. DIRECTORY LISTING PROCESS**

15 **Q. MR. HILDER AND MR. CLIFT BOTH ASSERT THAT VERIZON SHOULD BE**
16 **SOLELY RESPONSIBLE FOR ALL OMISSIONS OR ERRORS IN CAVALIER'S**
17 **DIRECTORY LISTINGS. WHAT IS YOUR RESPONSE TO THIS**
18 **TESTIMONY?**

19 A. It is patently unfair to insist that Verizon be 100% responsible for free white page or
20 yellow page omissions or errors. Mr. Hilder and Mr. Clift present an overly simplified
21 account of the directory listing process to create the impression that all directory errors or

1 omissions occur only because of Verizon's negligence. But that is not the case.
2 Producing accurate directory listings is complicated and requires close attention by both
3 Verizon *and* Cavalier. Cavalier – which has the direct contact with the customer – knows
4 exactly how its customers want their listings to appear. Verizon must rely on the listing
5 information provided by Cavalier on the Local Service Request to create and update these
6 listings. Thus, Cavalier must be involved in the process to help ensure that the
7 customer's listing is published accurately.

8 One of the reasons the directory listings process is so complex is that there are a variety
9 of alternatives for how a customer's listing might appear in the directory. A customer
10 may request a "simple" listing, which includes only the customer's name, address and
11 telephone number, or a "complex" listing that make close oversight by Cavalier
12 especially important. For example, some business customers may request that their
13 listing be indented under a main heading so the listing will list the company name
14 followed by a series of departments and associated telephone numbers within the
15 company. This is only one of many possible variations a customer may request.

16 Directory processing is further complicated by the way in which a CLEC provides service
17 to its end user. If the CLEC is either reselling Verizon's service or using the UNE
18 platform, Verizon is aware of the telephone number associated with the account, since
19 Verizon supplies the dial tone. But if a CLEC such as Cavalier provides service
20 predominantly using unbundled loops, the CLEC provides the dial tone and, therefore, the
21 telephone number out of its own switch. In these cases, Verizon does not know what
22 telephone number will be used to serve the end user, and thus cannot automatically

1 arrange for the listing. Cavalier must make a specific request for a listing and then advise
2 Verizon when it should be changed or deleted. All of this complexity makes it imperative
3 that Cavalier be involved in the process.

4 **Q. DOES CAVALIER HAVE THE OPPORTUNITY TO VERIFY ITS**
5 **CUSTOMERS' DIRECTORY LISTINGS?**

6 A. Yes. There are at least three points in the directory listings process where Cavalier can
7 verify the accuracy of its listings. *First*, a confirmation notice is returned to Cavalier
8 after it submits a Local Service Request, which includes a recap of directory listing
9 information for simple listings. Similarly, a “billing completion notifier” is returned to
10 Cavalier when the listing contained on the Local Service Request has been entered into
11 the database. The billing completion notifier also includes a recap of the information for
12 simple listings. Cavalier can review the listing information on these notifiers and submit
13 changes if the information should be changed. *Second*, as I discussed in my direct
14 testimony, Verizon also provides Cavalier with a Listing Verification Report prior to
15 directory close, which allows Cavalier to review the listing in detail as planned for the
16 actual directory. The Report includes both simple and complex listings. The Listing
17 Verification Report is available in electronic format, which allows Cavalier to compare
18 electronically the listings contained on this Report with listings in Cavalier’s database.
19 *Third*, Cavalier also can take advantage of a transaction through the pre-ordering
20 interfaces known as a “Directory Listing Inquiry.” A Directory Listing Inquiry enables
21 Cavalier to retrieve existing listing data from the database for a specific end user at any
22 time – again, for both simple and complex listings.

1 **Q. WHAT DO MR. HILDER AND MR. CLIFT SAY ABOUT CAVALIER'S ROLE**
2 **IN VERIFYING ITS CUSTOMERS' LISTINGS?**

3 A. Mr. Hilder and Mr. Clift both appear to suggest that Cavalier no longer wants to be
4 involved in ensuring the accuracy of its customers' listings because it believes it is too
5 expensive to devote its employees' time and resources to these efforts. Mr. Hilder
6 frequently uses the past tense in describing Cavalier's verification of its customers'
7 listings and states that Cavalier has used these checkpoints "in the past." But although
8 Cavalier disavows any role in this process, in Section 19.1.5, Cavalier proposes language
9 that would require *Verizon* to certify in writing that it has checked each and every listing
10 against the information Cavalier submitted. It is unreasonable to expect Verizon to be
11 solely responsible for listings accuracy, in particular since both Cavalier and Verizon
12 have agreed in Section 19.1.5 to use "commercially reasonable efforts to ensure the
13 accurate listing of Cavalier Customer listings."

14 **Q. WHY IS IT UNREASONABLE TO REQUIRE VERIZON TO AFFIRMATIVELY**
15 **CERTIFY THAT CAVALIER'S LISTINGS ARE ACCURATE?**

16 A. First, as I explain above, it is Cavalier (not Verizon) that always knows exactly how the
17 customer wants the listing to appear in the directory. Cavalier should not be allowed to
18 bypass all the tools it has to check its customers' listings, and then propose that Verizon
19 be responsible for certifying the accuracy of each listing.

20 Second, Cavalier's proposal would be completely unworkable. Cavalier proposes in
21 Section 19.1.5 that "[w]ith respect to each listing verification report (LVR), Verizon shall
22 affirmatively certify in writing that is has checked the validity of its directory information
23 against the information submitted by Cavalier." But Verizon cannot, as Cavalier

1 suggests, simply compare Listing Verification Reports to the Local Service Requests.
2 When Cavalier submits a Local Service Request to create or change a listing, it flows
3 through to Verizon's database. Although the database saves the customer's listing
4 information, it does not always save the identification number of the Local Service
5 Request that created the listing. Since Verizon cannot practically determine which
6 Cavalier Local Service Request created a particular listing, it cannot always use the Local
7 Service Request to double-check the listing. In addition, although Listing Verification
8 Reports are published according to specific directories, Verizon's database generally does
9 not correlate a particular listing with a particular directory. Thus, in order to compare a
10 customer listing to a Listing Verification Report, Verizon would have to create special
11 logic for its database that would determine in which directory the listing would eventually
12 appear.

13 In addition, Cavalier may also submit *multiple* Local Service Requests for a particular
14 listing, right up until the time the directory closes, which complicates significantly any
15 attempt at verifying the listing. Moreover, not every Local Service Request contains the
16 customer's listing information. For example, Cavalier has the ability to request that
17 Verizon move listings from another local exchange carrier to Cavalier. Cavalier may
18 instruct Verizon to use the listings that already exist on the previous local exchange
19 carrier's account by marking an "ERL" (or "End User Retaining Listing") field on a
20 Local Service Request. In these cases, the Local Service Request will not contain any
21 customer-specific listing information to begin with, and Verizon obviously could not
22 verify these listings using that Local Service Request. Finally, Verizon receives well over

1 a million Local Service Requests per month from various CLECs (some of whom submit
2 multiple Local Service Requests for the same listing) and cannot retain them indefinitely.
3 Some listings on the Listing Verification Report were created years ago and Verizon no
4 longer has access to the Local Service Request that created the listings. There is no way
5 for Verizon to double-check these listings if the Local Service Request no longer exists.

6 **Q. DOES MR. HILDER ACCURATELY DESCRIBE THE PROCESS BY WHICH**
7 **CAVALIER ENTERS DIRECTORY LISTINGS IN VERIZON'S SYSTEMS?**

8 A. No. Mr. Hilder states on page 2, lines 4-5 of his direct testimony that the root cause of
9 any directory listing error is that Cavalier "must go through a complex process of
10 inputting directory listings into a companion system, whereupon Verizon then downloads
11 and reenters the listing information into the database. Even though Cavalier may input
12 flawless data, Verizon in effect reinputs the data." On page 7, lines 21-22, Mr. Hilder
13 also claims that the "Verizon OSS process for Directory listings involves multiple manual
14 entry steps." Both these statements are incorrect. Verizon does not "reinput" all Cavalier
15 data, nor are there multiple manual steps in the directory process for the large majority of
16 listings. Cavalier submits all of their Local Service Requests electronically to Verizon
17 and approximately [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] of
18 these "flow through" Verizon's interface and gateway systems to the service order
19 processor – without manual intervention – and continue automatically into the
20 provisioning systems.

21 **Q. DOES CAVALIER ALWAYS ENTER "FLAWLESS DATA" IN VERIZON'S**
22 **SYSTEMS, AS MR. HILDER SUGGESTS?**

23 A. No. Mr. Hilder states on page 3, lines 6-7 that "[o]nce [an] LSR has been submitted from

1 Cavalier to Verizon, the processing of the listing request is in Verizon's hands." This is a
2 simplistic characterization of the process. Although Mr. Hilder implies that all errors are
3 Verizon's fault, Cavalier can also cause listing errors. For example, Cavalier may submit
4 inaccurate information in a Local Service Request. Cavalier also may also submit
5 *multiple* Local Service Requests for a particular listing. If Cavalier does not properly flag
6 subsequent Local Service Requests to make clear they supercede an existing listing, it
7 may cause a duplicate listing to be created and both the original and modified listing will
8 be published in the directory.

9 **Q. MR. HILDER ALSO CLAIMS THAT THERE IS NO VERIFICATION PROCESS**
10 **FOR FREE YELLOW PAGE LISTINGS. IS THAT TRUE?**

11 A. Not exactly. The same database is used to create both white page and yellow page
12 listings. Thus, Cavalier may refer to the Listing Verification Report to check the
13 substance of the free yellow page listing because it will typically be the same as the free
14 white page listing. And, although Mr. Hilder and Mr. Clift imply that errors may occur in
15 the yellow page listings that do not occur in white page listings, I do not believe such
16 occurs very often, if ever. In fact, I am not aware of any systematic problem that causes
17 errors to appear in yellow page, but not white page listings.

18 **II. CREDITS FOR OMISSIONS OR ERRORS**

19 **Q. PLEASE RESPOND TO CAVALIER'S DIRECT TESTIMONY ON CREDITS**
20 **FOR DIRECTORY LISTING ERRORS OR OMISSIONS.**

21 A. Mr. Hilder and Mr. Clift both state that Verizon refuses to take responsibility for errors in
22 Cavalier's directory listings. This is not true. Verizon has proposed language that would

1 fairly and reasonably compensate Cavalier for such errors and would provide Cavalier a
2 remedy for these errors comparable to what Verizon provides its own customers.

3 Cavalier does not address Verizon's proposal, but instead continues to argue for a credit
4 mechanism that would provide Cavalier with higher credits than most Verizon retail
5 customers would receive.

6 **Q. HOW DOES CAVALIER CALCULATE ITS PROPOSED CREDITS?**

7 A. Mr. Clift includes a chart on the top of page 15 of his direct testimony that he claims
8 demonstrates how Cavalier calculates its credits. He also claims that his credits
9 correspond to the "remedies" Verizon provides to its own customers for directory errors.
10 Mr. Clift testifies that Cavalier's credit amounts are calculated using Verizon retail rates,
11 but the only rates used are those in the Richmond/Norfolk and Northern Virginia areas
12 (which correspond to Rate Group 7 and Rate Group 8 under Verizon's retail tariff). Mr.
13 Clift also has assumed that 100% of Verizon retail customers subscribe to a fixed local
14 usage package.

15 **Q. DO CAVALIER'S CREDITS ACCURATELY REFLECT WHAT A VERIZON**
16 **CUSTOMER WOULD RECEIVE FOR A DIRECTORY ERROR UNDER THE**
17 **SAME CIRCUMSTANCES?**

18 A. No. First, Mr. Clift incorrectly assumes that all business customers in Virginia subscribe
19 to a fixed local usage package. As I stated in my direct testimony, the majority of
20 Verizon's business lines in Virginia subscribe to measured service and thus pay between
21 \$11.00 and \$13.00 in fixed monthly charges for local exchange service (depending on the
22 rate group) – far less than the \$47.83 or \$53.18 for dial tone and fixed local usage that
23 Mr. Clift uses to calculate the credit.

1 Second, Mr. Clift's calculations are based on the rates paid by customers in Rate Group 7
2 (Richmond) and Rate Group 8 (Northern Virginia). As I stated in my direct testimony,
3 not all customers are located in Rate Group 7 and 8 and customers in these rate groups
4 generally pay higher fixed monthly charges than customers in Rate Groups 1 – 6. Thus,
5 for this reason too, Cavalier's proposed amounts are too high.

6 Third, as I previously testified, Cavalier's proposal would require Verizon to provide
7 Cavalier with credits for any omission or error, regardless of how minor or immaterial.
8 This would put Cavalier customers in a much better position than Verizon customers who
9 experience a directory error, since not all Verizon customers receive the maximum credit
10 under the tariff. Indeed, some customers do not receive credits at all.

11 Fourth, Mr. Clift misstates the rates applicable to Verizon business customers in the
12 Northern Virginia area (which is in Rate Group 8). No business customer in Northern
13 Virginia has the option of purchasing a fixed local usage package at \$53.18 per month
14 (the \$11.00 dial tone rate and \$42.18 rate for fixed local usage), as Mr. Clift mistakenly
15 claims. Verizon Virginia's retail tariff makes clear that the \$53.18 rate does not apply to
16 the Northern Virginia exchanges (Alexandria/Arlington, Falls Church/McLean,
17 Fairfax/Vienna, Braddock, Herndon and Englewood). *See* Exhibit A (Verizon Virginia
18 Local Exchange Services Tariff, Section 2, pp. 30, 30a). In Northern Virginia, businesses
19 pay either the \$11.00 for measured or message rate service or (if they are eligible) the
20 \$20.00 flat rated local usage portion of the Freedom Package, for qualifying lines, plus
21 the dial tone rate. But in either case, no business customer in Northern Virginia pays the
22 \$53.18 for fixed local usage that Cavalier uses as part of its calculations.

1 For all these reasons, the base that Cavalier would use to calculate credits for directory
2 errors or omissions is significantly inflated relative to Verizon's customers. Thus,
3 although Mr. Clift appears to agree in principle on page 13 of his testimony that Cavalier
4 customers should be treated the same as Verizon's own retail customers that experience
5 directory listing errors, his proposal is inconsistent with that principle because its credit
6 calculations are based on mistaken assumptions about Verizon's retail customers.

7 **Q. MR. CLIFT DISCUSSES THREE INCIDENTS TO SUGGEST THAT VERIZON**
8 **LACKS A UNIFORM POLICY FOR RESPONDING TO DIRECTORY ERRORS.**
9 **CAN YOU RESPOND?**

10 [REDACTED] Yes. [BEGIN CONFIDENTIAL] [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

1 [REDACTED]
2 [REDACTED]
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4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED] [END

12 **CONFIDENTIAL]**

13 **Q. WHAT IS CAVALIER'S RESPONSE TO VERIZON'S PROPOSED CREDITS?**

14 A. I do not know. In Section 19.1.6, Verizon proposes that its liability to Cavalier be
15 "comparable to" Verizon's liability to its own retail customers for these omissions or
16 errors. Under this language, Verizon would credit Cavalier based on how Cavalier serves
17 the customer (through UNE loops, its own facilities, or resale) and where the customer's
18 line is located. Neither Mr. Hilder nor Mr. Clift address Verizon's proposed contract
19 language.

20 **Q. MR. CLIFT TESTIFIES THAT CAVALIER'S CREDIT PROPOSAL WOULD**
21 **TAKE THE "GUESSING GAME" OUT OF CALCULATING CREDITS.**
22 **WOULD VERIZON'S PROPOSAL DO THE SAME?**

23 A. Yes. Verizon's proposal would also provide Cavalier a fixed amount for an omission or

1 service affecting error. These credits would be easy to administer: Cavalier would
2 present Verizon with a list of errors and Verizon would credit Cavalier for qualifying
3 omissions and service-affecting errors based upon where the customer's line is located.

4 **III. MISCELLANEOUS**

5 **Q. DOES CAVALIER'S DIRECT TESTIMONY ADDRESS ITS PROPOSED**
6 **LANGUAGE RELATING TO ALI CODES AND OTHER DIRECTORY LISTING**
7 **INFORMATION?**

8 A. No. Neither Mr. Hilder, Mr. Clift nor any other Cavalier witness submitted direct
9 testimony on Cavalier's proposed Section 19.1.3, which would require Verizon to supply
10 Cavalier with ALI codes (also known as Alpha/Numeric Listing Identifiers, although
11 Cavalier refers to them in its proposed language as Address Listing Identification codes),
12 as well as undefined "other information" from Verizon's Operations Support Systems
13 required to process directory listings orders and would hold Verizon solely responsible
14 for errors in Cavalier's listings if Verizon does not supply the information Cavalier
15 wants.

16 **Q. DOES CAVALIER'S DIRECT TESTIMONY ADDRESS ITS PROPOSED**
17 **LANGUAGE RELATING TO CONTACTS BY YELLOW PAGE**
18 **REPRESENTATIVES?**

19 A. No. Neither Mr. Hilder, Mr. Clift nor any other Cavalier witness submitted direct
20 testimony on its proposed Section 19.1.6(c), which would require that in the event of an
21 error in a free yellow page listing, Verizon must subsequently provide Cavalier with
22 written notification of any subsequent contact that Verizon or Verizon Information
23 Services may have had with that customer.

1 **Q. DOES CAVALIER’S DIRECT TESTIMONY ADDRESS ITS PROPOSED**
2 **LANGUAGE REGARDING DIRECT ACCESS TO VERIZON’S DIRECTORY**
3 **DATABASES?**

4 A. No. There was no direct testimony on Cavalier’s proposed Section 19.1.8, which would
5 require the parties to negotiate towards an arrangement giving Cavalier direct,
6 unmediated access to Verizon’s directory databases.

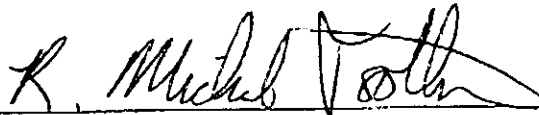
7 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

8 A. Yes

Declaration of R. Michael Toothman

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 7 day of October, 2003.


R. Michael Toothman

1 **Declaration of Stephen Spencer**

2

3 I declare under penalty of perjury that I have reviewed the foregoing testimony and that those
4 sections as to which I testified are true and correct.

5

6 Executed this th29 day of September, 2003.

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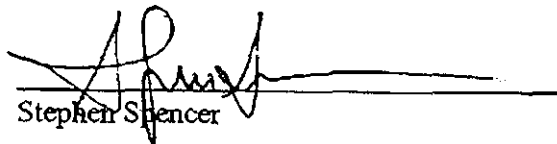

Stephen Spencer

Exhibit A

LOCAL EXCHANGE SERVICES TARIFF
S.C.C.-Va.-No. 202

Verizon Virginia Inc.

Section 2
3rd Revised Page 1
Cancels 2nd Revised Page 1

LOCAL EXCHANGE SERVICE

A. GENERAL

The regulations and rates contained herein are applicable to various local exchange telephone services furnished within each exchange or zone as specified in B.3. following.

B. REGULATIONS

1. Service for Customer-provided Shared Tenant Service and service for Pay Telephone Lines is provided as specified in Sections 6A and 4D, respectively, of this Tariff.
2. Multizone Exchanges
 - a. The Newport News Metropolitan Exchange Area (NNMEA) embraces Newport News and certain suburban areas. The NNMEA comprises zones designated as follows: Hampton, Newport News, Peninsula and Poquoson.
 - b. The Norfolk Metropolitan Exchange Area (NMEA) embraces Norfolk and certain suburban areas. The NMEA comprises zones designated as follows: Norfolk-Virginia Beach and Portsmouth, which are served by this Company; Princess Anne, Great Bridge and Hickory, which are served by Verizon South, Inc.
 - c. The Washington Metropolitan Exchange Area (WMEA) embraces the District of Columbia and certain suburban areas in Virginia and Maryland. The WMEA comprises zones designated as follows: Alexandria-Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie-Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver Spring (Md.) and Washington (D.C.).

Material formerly on this page now appears on Original Page 1a.

Issued: December 31, 2002

Effective: February 1, 2003

LOCAL EXCHANGE SERVICES TARIFF
S.C.C.-Va.-No. 202

Verizon Virginia Inc.

Section 2
Original Page 1a

LOCAL EXCHANGE SERVICE

B. REGULATIONS (Cont'd)

3. Exchange and Zone Rate Classes and Local Service Areas

<u>Exchange or Zone</u>	<u>Rate Class</u>	<u>Notes#</u>	<u>Exchange Map Date</u>	<u>Exchanges and Zones Included in Local Service Area</u>	(x)
Alexandria-Arlington	8,8,8	4	7-10-95	All zones of the WMEA, Arcola* Braddock, Catoctin, Dulles*, Dulles Metro*, Engleside, Herndon, Leesburg, Lorton*, Lorton Metro*	(T) (N)
Appalachia	4,3,4	4	12-1-93	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise	
Ashland	8,7,8	4	12-1-93	Ashland, Bethia, Chester, Hanover*, Manakin, Mechanicsville, Midlothian, Richmond, Rockville, Sandston, Varina	

* Non-Verizon Virginia Exchange

For note explanation, see Page 11 following.

(x) Indicates material transferred from 2nd Revised Page 1.

Issued: December 31, 2002

Effective: February 1, 2003

LOCAL EXCHANGE SERVICES TARIFF
S.C.C.-Va.-No. 202

Verizon Virginia Inc.

Section 2
11th Revised Page 2
Cancels 10th Revised Page 2

LOCAL EXCHANGE SERVICE

B. REGULATIONS (Cont'd)

Exchange and Zone Rate Classes and Local Service Areas (Cont'd)

<u>Exchange or Zone</u>	<u>Rate Class</u>	<u>Notes#</u>	<u>Exchange Map Date</u>	<u>Exchanges and Zones Included in Local Service Area</u>
Bedford	7,6,7	4	12-1-93	Bedford, Buchanan, Big Island, Lynchburg, Montvale, Roanoke, Stone Mountain
Belle Haven	4,3,4	4	12-1-93	Belle Haven, Eastville, Onancock
Bent Mountain	7,6,7	4	12-1-93	Bent Mountain, Locust Grove*, Roanoke, Salem, Shawsville
Berryville	6,5,6	4	12-1-93	Berryville, Bluemont, Boyce, Stephens City, Upperville, Winchester
Bethia	8,7,8	4	12-1-93	Amelia*, Ashland, Bethia, Chester, Dinwiddie, Manakin, Mechanicsville, Midlothian, Petersburg, Powhatan, Richmond, Rockville, Sandston, Varina
Big Island	6,5,6	4	12-1-93	Allwood*, Bedford, Big Island, Buchanan, Lynchburg
Big Stone Gap	5,3,5	4	12-1-93	Appalachia, Big Stone Gap, Norton, Pennington Gap, Wise
Blacksburg	6,6,6	4	12-1-93	Blacksburg, Christiansburg, Dublin, Pearisburg, Radford, Salem, Shawsville
Bluemont	6,5,6	4	12-1-93	Berryville, Bluemont, Catoctin, Leesburg, Middleburg, Mount Gilead, Upperville
Boyce	6,5,6	4	12-1-93	Berryville, Boyce, Stephens City, Upperville, Winchester
Braddock	8,8,8	4	7-10-95	Alexandria-Arlington, Arcola*, Braddock, Dale City*, Dulles*, Dulles Metro*, Engleside, Fairfax - Vienna, Falls Church - McLean, Herndon, Leesburg, Lorton*, Lorton Metro*, Manassas*, Washington, D.C.*
Brokenburg	6,6,6	4	12-1-93	Brokenburg, Chancellor*, Fredericksburg, Ladysmith*, Mineral, Spotsylvania, Unionville
Buchanan	7,6,7	4	12-1-93	Bedford, Big Island, Buchanan, Fincastle*, Montvale, Roanoke, Troutville*
Calverton	6,5,6	4	12-1-93	Calverton, Hartwood, Haymarket*, Nokesville*, Remington, Triangle*, Warrenton (N) (I)

* Non-Verizon Virginia Exchange

For note explanation, see Page 11 following.

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LOCAL EXCHANGE SERVICE

B. REGULATIONS (Cont'd)

3. Exchange and Zone Rate Classes and Local Service Areas (Cont'd)

<u>Exchange or Zone</u>	<u>Rate Class</u>	<u>Notes#</u>	<u>Exchange Map Date</u>	<u>Exchanges and Zones Included in Local Service Area</u>
Cape Charles	8,7,8	4	12-1-93	Cape Charles, Eastville, Great Bridge*, Hickory*, Norfolk-Va. Beach Zone, Portsmouth, Princess Anne*
Cartersville	8,8,8	4	12-1-93	Cartersville, Cumberland, Farmville*, Fife, Powhatan
Catoctin	8,7,8	4	12-1-93	Alexandria - Arlington, Bluemont, Catoctin, Fairfax - Vienna, Falls Church - McLean, Herndon, Leesburg, Mount Gilead
Charles City	8,7,8	4	7-16-99	Charles City, Claremont*, (N) Enon, Hopewell, Providence Forge, Richmond, Surry*, (N) Toano, Varina, Williamsburg
Chatham	6,4,6	4	12-1-93	Bachelors Hall*, Chatham, Danville, Whitmell*
Chester	8,7,8	4	6-5-95	Ashland, Bethia, Chester, Enon, Hopewell, Manakin, Mechanicsville, Midlothian, Petersburg, Richmond, Rockville, Sandston, Varina

- Non-Verizon Virginia Exchange
- # For note explanation, see Page 11 following.

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